



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	NOVEMBER 6, 2007	AGENDA REQUEST NO:	VIII A
INITIATED BY:	ADAM SMITH, ENVIRONMENTAL MANAGER	RESPONSIBLE DEPARTMENT:	PUBLIC WORKS
PRESENTED BY:	MIKE HOBBS, DIRECTOR OF PUBLIC WORKS	DEPARTMENT HEAD:	MIKE HOBBS, DIRECTOR OF PUBLIC WORKS <i>mh</i>
		ADDITIONAL DEPARTMENT HEAD (S):	N/A
SUBJECT / PROCEEDING:	RESIDENTIAL SOLID WASTE CONTRACT AND ORDINANCE REVISIONS		
EXHIBITS:	AMENDMENT NO. 1 TO THE RESIDENTIAL SOLID WASTE CONTRACT DRAFT ORDINANCE NO. 1656		
CLEARANCES		APPROVAL	
LEGAL:	EUGENIA CANO, ASST. CITY ATTORNEY <i>EC</i>	EXECUTIVE DIRECTOR:	N/A
PURCHASING:	N/A	ASST. CITY MANAGER:	KAREN GLYNN <i>KG</i>
BUDGET:	N/A	CITY MANAGER:	ALLEN BOGARD <i>KG</i> /FOR AB
BUDGET			
EXPENDITURE REQUIRED: \$		N/A	
AMOUNT BUDGETED/REALLOCATION: \$		N/A	
ADDITIONAL APPROPRIATION: \$		N/A	
RECOMMENDED ACTION			
Review and discuss amendment to current solid waste contract and solid waste ordinance revisions.			

EXECUTIVE SUMMARY

At the City Council Meeting of March 06, 2007, City Council authorized Amendment No. 1 to the residential solid waste contract with Allied Waste Industries, Inc. The aforementioned amendment stated that Allied Waste would not ask for, nor would they be granted a rate increase in the final two-year term of the residential solid waste contract if the City agreed to shorten the duration of the contract to terminate on February 29, 2008, instead of the original termination date of September 30, 2008. The contract amendment also stated the City would act in good faith to renegotiate a new contract with Allied Waste before March 1, 2008.

Staff has negotiated a new residential solid waste contract with Allied Waste using guidance from City Council and the Finance Committee. The following are unit/price and service levels of the current residential solid waste contract, unit/price.

Current Solid Waste Contract

Commenced on October 1, 2003 and extends through February 29, 2008

Contract Rate Schedule October 2003 – March 2008	
October 2003 – October 2004	\$10.58 + \$0.12 (admin) + \$0.88 (tax) = \$11.58
October 2004 – October 2005	\$10.58 + \$0.12 (admin) + \$0.88 (tax) = \$11.58
October 2005 – October 2006	\$11.45 + \$0.12 (admin) + \$0.95 (tax) = \$12.52
October 2006 – October 2007	\$11.45 + \$0.12 (admin) + \$0.95 (tax) = \$12.52
October 2007 – February 2008	\$11.45 + \$0.12 (admin) + \$0.95 (tax) = \$12.52

Service Levels

- Approximately 22,000 households serviced
- Twice a week pick-up of garbage and once a week pick-up of recycling
 - Approximately 50-60% of residents use curbside recycling option
 - Service levels on both garbage pick-up days are the same
- Total waste (bulky, appliances, tree limbs, regular garbage) per pick-up day is 15 cubic yards
 - All waste must be in a container (box, bag or can)
 - Garbage cans must be larger than 20 gallons
 - Garbage cans must be less than 40 gallons and or less than 65 pounds
- Tree limbs
 - Not bundled
 - 4' (length) X 4" (diameter) or 2' (length) X 6" (diameter)
- All household appliances accepted
 - Contractor responsible for CFC (refrigerant) removal
 - Doors must be removed from refrigerators and freezers
- All household furniture accepted
- Items not accepted as garbage include automobile parts, dirt, construction debris, concrete, bricks, rocks, roofing materials, metal poles, trampoline frames, hazardous chemicals, lead batteries, motor oil, tires, gasoline, paint, landscape timbers over 2' long or fence pickets with nails.

Negotiations for the new contract included one area proposed for service level change, as requested by Allied Waste, and that includes appliances designed to contain refrigerants (CFC's) such as AC units and refrigerators.

Staff will present the specific results of the contract negotiations including the proposed 5 year contract, comparable residential solid waste contracts, and resulting ordinance revisions.

EXHIBITS

**AMENDMENT NO. 1
TO THE RESIDENTIAL SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL SERVICES CONTRACT
BETWEEN THE CITY OF SUGAR LAND
AND ALLIED WASTE INDUSTRIES, INC.**

This Amendment No. 1 to the Residential Solid Waste Collection, Transportation and Disposal Services Contract is entered into between the **CITY OF SUGAR LAND (City)** and **ALLIED WASTE INDUSTRIES, INC. (Allied)**.

Recitals

By contract, effective June 17, 2003, the City entered into a Residential Solid Waste Collection, Transportation and Disposal Services Contract (the Contract) with BFI Waste Services of Texas LP. Allied is the successor to BFI Waste Services of Texas, LP. Upon the request of the City, and in consideration of the additional benefits to accrue to both parties, the City and Allied desire to amend the Agreement.

Agreement

In consideration of the covenants of each, the City and Allied agree to amend the Contract as follows:

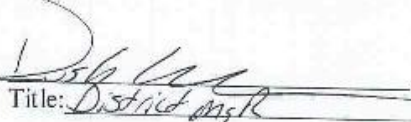
1. Allied will not request and will not be granted any additional rate increase for the remainder of the Contract.
2. The Contract will terminate on February 29, 2008, but each party will act in good faith to negotiate a new contract before March 1, 2008.
3. These amendments govern over any conflicting provisions of the Contract.
4. This Amendment No. 1 to the Contract is effective when executed by both parties and terminates when the Contract terminates.

CITY OF SUGAR LAND

ALLIED WASTE INDUSTRIES, INC.

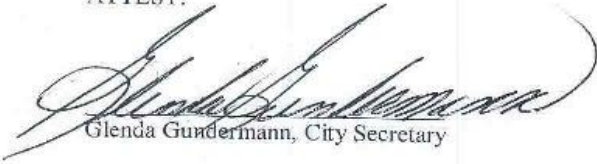

Allen Bogard, City Manager

Date: 3-9-07


Title: District mgr

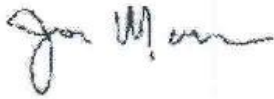
Date: 2/6/07

ATTEST:



Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:



ORDINANCE NO. 1656

AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2, ARTICLE V. (FINANCE) AND CHAPTER 3, ARTICLE IX (SOLID WASTE AND VEGETATION) OF THE SUGAR LAND CODE OF ORDINANCES BY REVISING RESIDENTIAL SOLID WASTE SERVICE FEES AND COLLECTION REQUIREMENTS FOR CERTAIN APPLIANCES AND TREE LIMBS.

**BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF SUGAR LAND, TEXAS:**

Section 1. That Chapter 2, Article V. Division 4 (Fees for Various Services), Section 2-136 (6) a. is amended to read as follows:

(6) Solid waste fees and licenses:

a. Residential solid waste services fee, per month.....\$15.82

Section 2. That Chapter 3, Article IX, Division 1 (Solid Waste and Vegetation-In General), Section 3-148 is amended by adding the following definition between *Recycled Solid Waste* and *Residential Property*:

Refrigerant means a Class I or Class II substance as listed in 42 U.S.C. Section 7671a and rules adopted under that section, as amended.

Section 3. That Chapter 3, Article IX, Division 2 (Solid Waste and Vegetation-Residential Solid Waste), Section 3-156 (a)(1) and (a)(3) are amended to read as follows:

(1) Tree limbs placed for collection must be:

- (i) no longer than four feet in length with a diameter of four inches or less; or
- (ii) no longer than two feet in length with a diameter between four and six inches.

(3) An appliance designed to use refrigerants that is placed for collection must:

- (i) have all doors removed if it is a refrigerator or freezer; and
- (ii) have a tag prominently displayed on the appliance issued by a person licensed to perform air conditioning and refrigeration work under Chapter 1302, Texas Occupations Code, as amended, certifying that all refrigerants have been removed.

Section 4. That this ordinance is effective March 1, 2008.

Section 5. That the provisions of this ordinance are severable and the invalidity of any part of this ordinance shall not affect the validity of the remainder of the ordinance.

APPROVED on first consideration on _____, 2007.

ADOPTED upon second consideration on _____, 2007.

David G. Wallace, Mayor

ATTEST:

Reviewed for Legal Compliance:

Eugenia A. Cano

Glenda Gundermann, City Secretary